

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

\*\*\*\*\*

CTC COMMUNICATIONS CORP.

Plaintiff(s)

vs.

ADVERTISING-VENTURES,

Defendant(s)

\*\*\*\*\*

CIVIL ACTION NO.

05 - 10657 NMG

COMPLAINT

MAGISTRATE JUDGE Alexander

FILED  
CLERK'S OFFICE  
MAR 31 2 12:02

U.S. DISTRICT COURT  
DISTRICT OF MASS.

RECEIPT #  
AMOUNT \$ 250  
SUMMONS ISSUED YES  
LOCAL RULE 4.1  
WAIVER FORM  
MCF ISSUED  
BY DPTY. CLK. pm  
DATE 4-4-05

The Plaintiff, CTC Communications Corp., by its attorneys COHN & DUSSE, LLC, as  
and for its Complaint herein alleges as follows:

THE PARTIES

1. The Plaintiff, CTC COMMUNICATIONS CORP. (hereinafter the "Plaintiff"), is a corporation duly organized by law having a usual place of business at 115 Second Avenue, Waltham, Middlesex County, Massachusetts.
2. The Defendant, ADVERTISING-VENTURES (hereinafter the "Defendant"), is a corporation having its principal place of business at 10 Davol Square, Providence, Rhode Island 02903.

JURISDICTION

3. This Court has jurisdiction over this claim under 28 U.S.C. Section 1331, as the Defendant's liability arises under a tariff filed with the Federal Communications Commission and Massachusetts Department of Telecommunications and Energy (hereinafter collectively the "F.C.C.").

**COUNT I**  
**(Breach of Customer Service Agreement)**

4. The Plaintiff reavers, realleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 3 above with the same full force and effect as if expressly set forth herein.
5. At all times relevant to this action, the Plaintiff provided telephone service pursuant to Rhode Island state tariffs and FCC Tariff No. 3 (hereinafter the "Tariffs").
6. On or about October 22, 2001, the Defendant executed and delivered to the Plaintiff a Customer Service Agreement (hereinafter the "Agreement") pursuant to which the Defendant agreed to pay to the Plaintiff all amounts due together with interest, costs and attorneys' fees in connection with the Defendant's purchase of local, long distance and PowerPath internet services from the Plaintiff. A true and accurate copy of said Agreement is attached hereto as Exhibit "A" and by this reference specifically incorporated herein.
7. The specific terms of the Agreement provides for the assessment of a termination charge in the event that the Agreement is terminated early.
8. The Defendant has breached its contract with the Plaintiff as a result of its failure to make payment to the Plaintiff on all amounts due under said Agreement and owes the Plaintiff the principal sum of Ten Thousand Four Hundred Fifty Three and 42/100 Dollars (\$10,453.42).
9. Based upon the breach and early termination of the Agreement, the Defendant owes the Plaintiff the total sum of Ten Thousand Four Hundred Fifty Three and 42/100 Dollars

(\$10,453.42), together with interest from November 10, 2004, on or before which date demand for payment was duly made, plus costs and attorneys' fees.

**COUNT II**  
**(for Services Rendered)**

10. The Plaintiff reavers, realleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 9 above with the same full force and effect as if expressly set forth herein.
11. The Defendant owes the Plaintiff the total sum of Ten Thousand Four Hundred Fifty Three and 42/100 Dollars (\$10,453.42) for services rendered by the Plaintiff to the Defendant together with interest thereon from November 10, 2004, on or before which date demand for payment was duly made, plus costs and attorneys' fees. A copy of the Statement of Account is attached hereto as Exhibit "B".

**COUNT III**  
**(for Unjust Enrichment)**

12. The Plaintiff reavers, realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 11 above.
13. The Plaintiff provided telephone and internet services to the Defendant for an agreed upon price, and the Defendant has failed, refused, neglected and continues to refuse to make payment to the Plaintiff in consideration for the services provided by Plaintiff to the Defendant.
14. As a result of the foregoing, the Defendant has been unjustly enriched in the sum of Ten Thousand Four Hundred Fifty Three and 42/100 Dollars (\$10,453.42), which sum the

Plaintiff is entitled to recover.

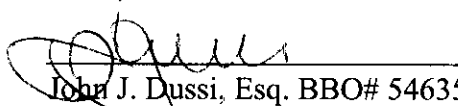
15. As a result of this unjust enrichment, the Defendant owes the Plaintiff the sum of Ten Thousand Four Hundred Fifty Three and 42/100 Dollars (\$10,453.42).

**WHEREFORE**, the Plaintiff, CTC Communications, prays that Judgment enter as follows:

1. Enter judgment against the Defendant, Advertising-Ventures, and in favor of the Plaintiff, in the sum of Ten Thousand Four Hundred Fifty Three and 42/100 Dollars (\$10,453.42), together with interest from November 10, 2004 on or before which date demand for payment was duly made;
2. Award the Plaintiff, CTC Communications, its costs and disbursements for prosecuting this action, including reasonable attorneys' fees, in connection with the Defendant, Advertising-Ventures; and
3. Grant the Plaintiff, CTC Communications, such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted,  
CTC Communications Corp.,  
By its attorneys,  
Cohn & Dussi, LLC,

Date: 3/13/05

  
John J. Dussi, Esq. BBO# 546355  
25 Burlington Mall Road, 6<sup>th</sup> Floor  
Burlington, MA 01803  
(781) 494-0200

# **EXHIBIT “A”**



## CTC CUSTOMER SERVICE AGREEMENT

**Scope of Agreement.** CTC Communications Corp. ("CTC" or the "Company") agrees to provide Customer with those services identified on the Service Addendum, attached hereto and made part hereof as may be amended from time to time by the parties. Services provided under any Service Addendum executed hereunder shall be governed by the terms and conditions set forth herein. Certain services provided under this Service Agreement ("Agreement") are also governed by the terms and conditions found in CTC tariffs on file with state regulatory agencies and the Federal Communications Commission (the "FCC"). For such services, in the event of any conflict between the terms and conditions set forth herein and those identified in CTC's tariff(s), in all instances, CTC's tariff(s) shall prevail.

**Payments and Financial Responsibility.** All invoices are due and payable upon Customer's receipt thereof. Any payment not received within thirty (30) days following the due date shall be deemed past due. CTC reserves the right to assess a late fee of one and one half percent (1.5%). Customer shall be liable for all charges incurred as a result of Customer's use of CTC's services, including charges resulting from theft, and fraudulent or unauthorized use of such Service. Customer shall notify CTC in writing of any disputed charge or amount within thirty (30) days of Customer's receipt of any invoice containing such disputed charge or amount. In no event shall Customer's notice of a dispute relieve Customer from its obligation to pay in full all non-disputed charges and amounts.

**Right of Entry and Installation Testing and Adjustment of CTC Provided Equipment.** Customer shall allow CTC and its suppliers reasonable access to Customer's premises for purposes of installing, inspecting or maintenance of Company-provided equipment (Equipment) located on Customer's property.

Customer shall make available on-site technical personnel qualified to assist CTC and its sub-contractors in its installation, testing and maintenance of any Company-provided equipment. Upon CTC's request, Customer shall provide CTC and its sub-contractors with information regarding specifications, drawings, and other technical information pertaining to customer premises equipment, building, blueprints, layouts and designs, emergency contingency plans and property site maps.

Customer shall be responsible for a) informing CTC and its suppliers as to the existence of any hazardous material or condition on its premises; b) securing all necessary permits and authorizations required for any work to be performed on Customer's premises; and c) providing CTC and its suppliers with a suitable secured and protected area for storage of CTC's equipment pending completion of any installation or maintenance activity.

**Time and Materials.** Certain services under this agreement may require periodic dispatch of CTC personnel or its contracted suppliers to Customer's premises for purposes of installation, repair and routine maintenance. Customer shall be responsible for any time and material charges associated with CTC's dispatch of such personnel or contractors.

**No Title.** In connection with certain services furnished hereunder, CTC will install and maintain a network terminating device or such other equipment (Equipment) on Customer's premises, which becomes the terminating point of CTC's network. Such equipment shall at all times remain the property of the Company and any installation on the Customer's premises does not serve to create any title, interest or ownership by the Customer in such Equipment.

**Return of Company Equipment.** Upon termination of Service, Customer will provide Company with reasonable access to Customer's premise for purposes of removing any Company Equipment. In the event Customer fails to provide Company with said access, or should the Equipment be returned to the Company in a condition worse than would be expected through the normal use and wear of the Equipment, then, in such event, Customer will be liable to the Company for the then current replacement cost of the Equipment.

**Minimum Period.** Except as otherwise provided herein or as set forth in CTC's applicable tariff(s), the minimum period for services provided hereunder is ninety (90) days.

**Monthly Minimum Services Commitment for PowerPath Network (PPN) Services.** A minimum monthly commitment for PPN services applies in addition to the any charges for monthly access. The monthly minimum commitment for aggregate billing of PPN local, long distance, frame relay, data and/or internet services or any combination thereof is \$300.

**Term Commitment.** Customer agrees to utilize CTC's Service(s) for the duration of the term(s) specified in the attached Service Addendum.

Oct 22 01 02:01p  
10/22/01 10:40 FAX

Advertising Ventures

4 453 0095

p.2

0003



### CTC CUSTOMER SERVICE AGREEMENT

**Termination for Default.** The Customer shall be in default of this Agreement in the event: a) Customer fails to pay any amount due hereunder within thirty (30) days of the payment due date; b) Customer provides inaccurate, false or otherwise misleading information in its application for Service, or c) Customer utilizes CTC services for any unlawful purpose or for any other purpose than that for which the Service is intended. Notwithstanding any other remedies which CTC may have available to it by law or equity, in the event of any Customer default under this Agreement which is not cured within thirty (30) days following written notice thereof, CTC may terminate this Agreement without further notice and immediately discontinue any and all Services provided hereunder. Nothing contained herein shall relieve customer of its obligations to pay CTC for services provided up through the date of termination.

**Termination without Cause. Month-to-Month.** Following expiration of any applicable Minimum Period, Customer may terminate any service provided under a month-to-month service option with sixty (60) days written notice. Term Plans. In the event Customer terminates or discontinues any resold service provided under a term plan with the Company prior to the expiration of the then current term, Customer will be responsible for any termination penalties assessed CTC by its underlying providers.

In the event Customer terminates either a twelve (12) or twenty-four (24) month term plan for (PPN) Services, then Customer will be assessed a termination penalty in an amount equivalent to the cost of monthly access plus the monthly minimum service commitment described hereinabove times the number of months remaining in the term. In the event Customer terminates either a twelve (12) or twenty-four (24) month term plan for CTC Hosting Solutions, then Customer will be assessed a termination penalty in an amount equivalent to 50% of the average monthly recurring charges incurred by Customer for CTC Hosting Solutions up to the point of termination times the number of months remaining in the term.

**Excuse of Performance.** CTC shall not be liable for any delay or failure of performance of any part of this Agreement to the extent that such failure or delay is caused by Acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, cable cuts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or other causes beyond the reasonable control of the Company. If any excuse of performance occurs, the Company shall give reasonable notice to Customer and take all reasonable steps to correct the excuse of performance condition. For the duration of any excuse of performance hereunder, the duties of CTC under this Agreement shall be abated and shall resume without liability thereafter.

**Indemnification.** Customer shall indemnify and hold CTC, its parent, affiliates and sub-contractors, harmless from and against all claims for damages (including reasonable attorney's fees) resulting from claims for libel, slander, infringement or copyright, or unauthorized use of any trademark, trade name or service mark, or any other injury to any person, property or entity arising out of the material, data, information or other content transmitted over CTC's facilities.

Customer shall indemnify and hold CTC, its parent, affiliates and sub-contractors, harmless from any claim, loss or damages, including reasonable attorney's fees, resulting from Customer's breach of any term of this Agreement, Customer's placement of any material or content on CTC's network, or from Customer's use of CTC's services, regardless of Customer's knowledge or consent.

CTC MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESCRIPTION, COMPLETENESS, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICE PROVIDED PURSUANT TO ANY SERVICE ORDER ISSUED HEREUNDER. CTC's liability for any damages arising from errors, mistakes, omissions, interruptions or delays of the Company, its agents, employees or underlying carriers in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring or changing Service or facilities provided hereunder, or the Company's failure to perform any other duty arising out of this Agreement shall not exceed an amount equivalent to the actual proportionate charge for the Service applicable to the period during which the Service was affected.

In no event shall CTC be liable for any incidental, indirect, special or consequential damages (including lost revenue or profit) of any kind whatsoever, regardless of cause or foreseeability thereof.

Oct 22 01 02:01p

Advertising Ventures

453 0095

p.3

004



### CTC CUSTOMER SERVICE AGREEMENT

**Use of Service.** The Customer shall not use any CTC Service in any manner other than that for which the Service was intended and shall refrain from using the Company's services in any manner which would adversely affect the Company's equipment or the Company's service to others. The Company reserves the right to discontinue service without notice in the event of any such unlawful or adverse use.

**Assumption of Liability.** Under certain limited circumstances, CTC may assume Customer's obligations under an existing contract with Customer's Local Exchange Company (LEC). In the event of any such assumption, Customer shall become liable to CTC for the satisfaction of all terms and conditions of such contractual obligations assumed by CTC, including full termination liability.

**Assignment.** CTC may assign this Agreement in accordance with the laws of the Commonwealth of Massachusetts. Customer may not assign this Agreement without the prior written consent of the Company.

**Miscellaneous.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Failure of either party to insist upon the strict compliance by the other with any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver of any subsequent breach. Each provision of this Agreement is severable from the whole and if any one provision of this Agreement is declared invalid or unenforceable, the other provisions shall remain in full force and effect. This Agreement may only be modified by written instrument executed by both parties.

**Entire Agreement.** This Agreement supersedes any and all prior agreements, understandings and representations of the parties with respect to the services provided hereunder. The terms and conditions set forth in this Agreement and those found in applicable CTC tariffs represent the entire understanding of the parties with respect to the services provided hereunder.

#### ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SUBSCRIBERS OF CTC INTERNET AND WEB HOSTING SERVICES

Customer acknowledges and agrees that CTC's Internet and Web Hosting services are also governed by the terms and conditions of the Company's Acceptable Use Policy, incorporated herein by reference. CTC reserves the right to revise the terms and condition of its Acceptable Use Policy. The Company shall provide notice to Customer of any such revisions. Customer's continued use of the Service subsequent to the delivery of such notice shall constitute Customer's acceptance thereof. CTC's Acceptable Use Policy is posted on the Company's web site at [www.ctcnet.com](http://www.ctcnet.com). Customer warrants and represents that it will abide by the terms and conditions of this Agreement and terms set forth in CTC's Acceptable Use Policy while subscribing to such services.

Accepted:

CTC Communications Corp.

By:

Title:

Date:

Advertising Ventures

By:

Title:

Date:



Oct 22 01 02:02p

Advertising Ventures

1 453 0095

p. 4

0003



# PowerPath Member Services Addendum

## Exhibit A

Reference Number: RGAR-53FPMV

Location - Product/Service

Advertising-Ventures, 10 Davol Square, Providence, RI

T-1 Powerpath Svc

Term 2 Year

Internet Service

Speed 512K (B)

OF Internet PVC

STN

4.9 Volume Plan - 4.9 Volume Plan IDC1V

4.9 Volume Plan - 4.9 Volume Plan ODC3V

Overflow

10 Voice Channel

Overflow

Out of Service Redirect

NRC

Total Monthly  
Charge

~~\$600.00~~

\$755.00

Total:

~~\$600.00~~

\$755.00

CTC COMMUNICATIONS CORP.

By: \_\_\_\_\_

Signature of Authorized Employee

Name (Print): Robert Gallagher

Title: Account Executive

CTC Communications Corp.

Date: 10/17/2001

CUSTOMER

By: \_\_\_\_\_

Signature of Authorized Employee

Name (Print): Bill Viall

Title: Chief Technology A

Company: Advertising-Ventures

Date: 10.17/2001

# **EXHIBIT “B”**

Acct #

**1123227****Advertising-Ventures**10 Davol Square  
Providence RI 02903billing address if  
different:

Contacts: MARY SADLIER 401 453 4748

Services: Local ON &amp; OFF NET

Amt Due: **\$10,453.42****SOA**

Period	Description	Billing	Payments	Adjustments	Balance Fwd
Sep-99	SEP BILLING SUMMARY	157.52	0.00	0.00	157.52
Oct-99	OCT BILLING SUMMARY	1,542.65	0.00	0.00	1,700.17
Nov-99	NOV BILLING SUMMARY	682.46	0.00	0.00	2,382.63
Dec-99	DEC BILLING SUMMARY	697.22	2,225.11	0.00	854.74
Jan-00	JAN BILLING SUMMARY	746.70	697.22	0.00	904.22
Feb-00	FEB BILLING SUMMARY	769.20	904.22	0.00	769.20
Mar-00	MAR BILLING SUMMARY	826.01	769.20	29.29	796.72
Apr-00	APR BILLING SUMMARY	782.01	0.00	29.17	1,549.56
May-00	MAY BILLING SUMMARY	780.73	826.01	32.68	1,471.60
Jun-00	JUN BILLING SUMMARY	811.47	1,562.74	29.28	691.05
Jul-00	JUL BILLING SUMMARY	832.06	0.00	0.00	1,523.11
Aug-00	AUG BILLING SUMMARY	815.78	811.47	0.00	1,527.42
Sep-00	SEP BILLING SUMMARY	814.95	832.06	0.00	1,510.31
Oct-00	OCT BILLING SUMMARY	1,184.07	1,630.73	0.00	1,063.65
Nov-00	NOV BILLING SUMMARY	858.05	0.00	0.00	1,921.70
Dec-00	DEC BILLING SUMMARY	1,309.03	2,042.12	0.00	1,188.61
Jan-01	JAN BILLING SUMMARY	899.67	1,309.03	0.00	779.25
Feb-01	FEB BILLING SUMMARY	966.89	899.67	0.00	846.47
Mar-01	MAR BILLING SUMMARY	935.19	966.89	0.00	814.77
Apr-01	APR BILLING SUMMARY	1,113.05	935.19	0.00	992.63
May-01	MAY BILLING SUMMARY	894.31	1,927.05	0.00	-40.11
Jun-01	JUN BILLING SUMMARY	914.76	1,768.96	0.00	-894.31
Jul-01	JUL BILLING SUMMARY	925.20	0.00	0.00	30.89
Aug-01	AUG BILLING SUMMARY	911.72	30.89	0.00	911.72
Sep-01	SEP BILLING SUMMARY	866.97	911.72	0.00	866.97
Oct-01	OCT BILLING SUMMARY	908.38	866.97	2.35	906.03
Nov-01	NOV BILLING SUMMARY	1,020.01	1,928.39	0.00	-2.35
Dec-01	DEC BILLING SUMMARY	831.73	0.00	0.00	829.38
Jan-02	JAN BILLING SUMMARY	888.93	829.38	0.00	888.93
Feb-02	FEB BILLING SUMMARY	2,587.92	0.00	30.20	3,446.65
Mar-02	MAR BILLING SUMMARY	2,321.32	888.93	109.75	4,769.29
Apr-02	APR BILLING SUMMARY	1,538.19	2,587.92	85.54	3,634.02
May-02	MAY BILLING SUMMARY	1,484.07	2,321.32	82.61	2,714.16
Jun-02	JUN BILLING SUMMARY	1,555.13	0.00	171.28	4,098.01
Jul-02	JUL BILLING SUMMARY	1,527.91	3,022.26	19.93	2,583.73

Aug-02	AUG BILLING SUMMARY	2,210.50	0.00	0.00	4,794.23
Sep-02	SEP BILLING SUMMARY	1,731.07	0.00	0.00	6,525.30
Oct-02	OCT BILLING SUMMARY	1,893.09	2,636.80	0.00	5,781.59
Nov-02	NOV BILLING SUMMARY	1,805.61	0.00	0.00	7,587.20
Dec-02	DEC BILLING SUMMARY	1,753.39	0.00	0.00	9,340.59
Jan-03	JAN BILLING SUMMARY	1,261.97	0.00	0.00	10,602.56
Feb-03	FEB BILLING SUMMARY	-513.25	0.00	0.00	10,089.31
Mar-03	MAR BILLING SUMMARY	110.34	0.00	0.00	10,199.65
Apr-03	APR BILLING SUMMARY	126.11	0.00	0.00	10,325.76
May-03	MAY BILLING SUMMARY	126.11	0.00	0.00	10,451.87
Jun-03	JUN BILLING SUMMARY	0.00	0.00	0.00	10,451.87
Jul-03	JUL BILLING SUMMARY	0.00	0.00	0.00	10,451.87
Aug-03	AUG BILLING SUMMARY	0.00	0.00	0.00	10,451.87
Sep-03	SEP BILLING SUMMARY	0.00	0.00	0.00	10,451.87
Oct-03	OCT BILLING SUMMARY	0.00	0.00	0.00	10,451.87
Nov-03	NOV BILLING SUMMARY	0.00	0.00	0.00	10,451.87
Dec-03	DEC BILLING SUMMARY	2.89	0.00	2.86	10,451.90
Jan-04	JAN BILLING SUMMARY	1.44	0.00	1.42	10,451.92
Feb-04	FEB BILLING SUMMARY	1.44	0.00	1.42	10,451.94
Mar-04	MAR BILLING SUMMARY	1.44	0.00	1.42	10,451.96
Apr-04	APR BILLING SUMMARY	1.44	0.00	1.42	10,451.98
May-04	MAY BILLING SUMMARY	1.44	0.00	0.00	10,453.42

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

1. TITLE OF CASE (NAME OF FIRST PARTY ON EACH SIDE ONLY) CTC VS ADVERTISING
2. CATEGORY IN WHICH THE CASE BELONGS BASED UPON THE NUMBERED NATURE OF SUIT CODE LISTED ON THE CIVIL COVER SHEET. (SEE LOCAL RULE 40.1(A)(1)).
 

I.	160, 410, 470, R23, REGARDLESS OF NATURE OF SLIT.	
II.	195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820, 830, 840, 850, 890, 892-894, 895, 950.	*Also complete AO 120 or AO 121 for patent, trademark or copyright cases
III.	110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.	
IV.	220, 422, 423, 430, 440, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.	
V.	150, 152, 153.	
3. TITLE AND NUMBER, IF ANY, OF RELATED CASES. (SEE LOCAL RULE 40.1(G)). IF MORE THAN ONE PRIOR RELATED CASE HAS BEEN FILED IN THIS DISTRICT PLEASE INDICATE THE TITLE AND NUMBER OF THE FIRST FILED CASE IN THIS COURT.
4. HAS A PRIOR ACTION BETWEEN THE SAME PARTIES AND BASED ON THE SAME CLAIM EVER BEEN FILED IN THIS COURT?
 

YES	<u>NO</u>
-----	-----------
5. DOES THE COMPLAINT IN THIS CASE QUESTION THE CONSTITUTIONALITY OF AN ACT OF CONGRESS AFFECTING THE PUBLIC INTEREST? (SEE 28 USC §2403)
 

YES	<u>NO</u>
-----	-----------

IF SO, IS THE U.S.A. OR AN OFFICER, AGENT OR EMPLOYEE OF THE U.S. A PARTY?

YES	<u>NO</u>
-----	-----------
6. IS THIS CASE REQUIRED TO BE HEARD AND DETERMINED BY A DISTRICT COURT OF THREE JUDGES PURSUANT TO TITLE 28 USC §2284?
 

YES	<u>NO</u>
-----	-----------
7. DO ALL OF THE PARTIES IN THIS ACTION, EXCLUDING GOVERNMENTAL AGENCIES OF THE UNITED STATES AND THE COMMONWEALTH OF MASSACHUSETTS ("GOVERNMENTAL AGENCIES"), RESIDING IN MASSACHUSETTS RESIDE IN THE SAME DIVISION? - (SEE LOCAL RULE 40.1(D)).
 

YES	<u>NO</u>
-----	-----------

A. IF YES, IN WHICH DIVISION DO ALL OF THE NON-GOVERNMENTAL PARTIES RESIDE?

EASTERN DIVISION	CENTRAL DIVISION	WESTERN DIVISION
------------------	------------------	------------------

B. IF NO, IN WHICH DIVISION DO THE MAJORITY OF THE PLAINTIFFS OR THE ONLY PARTIES, EXCLUDING GOVERNMENTAL AGENCIES, RESIDING IN MASSACHUSETTS RESIDE?

EASTERN DIVISION	CENTRAL DIVISION	WESTERN DIVISION
------------------	------------------	------------------

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME

JOHN ST. DUSE

ADDRESS

25 BURLINGTON HALL RD, BURLINGTON, MA

TELEPHONE NO.

781-494-0200

(Cover sheet local.rptd - 11/27/00)

JS 44 (Rev. 11/04)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

JTC Communications Corporation

(b) County of Residence of First Listed Plaintiff Middlesex  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

John J. Dwyer, Esq. 25 Burlington Mall Road, 6th Fl.  
John + Dwyer, LLC Burlington MA 01850  
(781) 449-0200

## DEFENDANTS

Advertising - Ventures

County of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE COURT  
LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY - Med. Malpractice</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Packeteer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

## V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC 1331

Brief description of cause:

Breach of Customer Service Agreement + Services Rendered

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

10,453.42

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

3/31/05

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_